

Leominster Marketplace Vendor Agreement

March 1st 2018 through February 28th 2019

TERMS AND CONDITIONS

PLEASE READ CAREFULLY – YOUR COMPLIANCE IS REQUIRED

Contracts must be renewed each season. Participation in a previous season does not guarantee participation in subsequent seasons/events.

You must be able to provide a copy of any Servsafe Certification, Commercial or Residential Kitchen License, Certificate of Insurance, and/or any other necessary documentation upon request.

You must provide your own canopy, tables, chairs, and tablecloths. The city will not be able to provide these for you, or assist with set-up/break-down.

1. TERMS AND CONDITION OF SALES

- a. All persons desiring to sell items at the Leominster Marketplace will submit a completed Leominster Marketplace Application and payment of the ***\$50 annual fee (payable by check only)*** at least one (1) business day prior to attending the Marketplace. Applications should be submitted either in person to Nikki Peters in the Planning Department at City Hall (25 West St, Leominster MA 01453) or via mail. If mailing the application & application fee, please allow adequate mailing time.
- b. Vendors are required to comply with all federal, state, and/or local laws and regulations. Each Vendor is solely responsible for collection and payment of their own taxes (and all applicable city, county, state and federal sales and other taxes).
- c. Each Vendor is solely responsible for any required licenses, personal and business liabilities, and insurances.
- d. This event is held at a public space and your exhibit will be free standing. All public access ways must remain unoccupied by you and your property. Vendor tables must remain set up in their space until the closing time of the event. The event time is 9am-1pm.
- e. Vendors may be provided various event marketing materials for distribution, and are encouraged to promote this event in their own circles.
- f. Vendors are responsible for their own cleanup. Any trash left behind may be punishable by fine for littering.
- g. Live music may be performed at events. Vendors are not allowed to use audio equipment at their table space. Lighting must be limited and non-obtrusive to others.
- h. You are consenting to being photographed or recorded for publicity and promotional purposes.
- i. Vendors agree to accept full responsibility for any damage caused by the negligence or volition of the Vendor, Vendor family members, employees, or guests during event

setup, teardown or event hours. Vendor responsibility specifically includes payment of all damages and indemnification of the City of Leominster from any such liability.

- j. The City of Leominster, and its representatives and agents, shall not be responsible for or liable to Vendors for any loss or damage that may result to Vendors or Vendor property from any source or any cause whatsoever.
- k. The City of Leominster, and representatives and agents make no guarantee of any sort to Vendors including guarantees of Vendor profit, sales, business, promotion, or advertisement opportunities.
- l. All events will take place rain or shine. Events may be cancelled or terminated when conditions apply beyond our control.
- m. Any application Fees and/or other related fees or costs are non-refundable. No exceptions.
- n. The City of Leominster, its representatives and agents reserve the right to reject any applicant for any reason whatsoever at any time.
- o. Violation of any Terms may lead to the immediate termination of any agreement. If you break the rules, you will be told to leave, and told not to return, and your Vendor status will be deactivated. Your fee will not be refunded.

2. FARM VENDORS

- a. Only locally-grown (within fifty (50) mile radius of the Leominster Marketplace) or produced items that meet all applicable federal, state and local rules and regulations and approved by the Market Manager may be offered for sale.
- b. Farmer grown and produced shall mean the following: All pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, members of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease, provided that the farmer who leased or licensed the land undertakes all of the above activities.
- c. All items offered for sale at the Leominster Marketplace must be first quality.
- d. Only products certified as USDA Organic may be labeled as organic.
- e. All processed foods must comply with the requirements set forth by federal, state, and local laws, regulations and rules.
- f. Items may be sold by the pound, bunch, piece, or measured container and must be clean and packaged.
- g. Scales utilized at the Leominster Marketplace must be inspected and sealed annually by the Sealer of Weights and Measures of a local municipality.

3. CRAFT & OTHER VENDORS

- a. No "Yard Sale" or "Flea-Market", or "Used" items allowed. All goods must be made by you or your company and must be first quality merchandise.
- b. Direct sales companies are allowed, with a limit of one table per company. The City of Leominster reserves the right to restrict this further if needed.

- c. There are limited electrical outlets available. Vendors with food items have priority for electrical outlets, so please plan on not having access to electrical outlets.

4. PRICES AND SIGNS

- a. Prices for all items shall be posted clearly on a tag, sticker, or sign.
- b. Prices for items shall be established only by individual Vendors.
- c. Collusion among Vendors to raise or lower prices or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.
- d. Each Vendor must post the name and location of his/her farm or business at his/her selling area at the Leominster Marketplace.

5. DAILY OPERATION

- a. This Vendor agreement is active from March 1st 2018 through February 28th 2019. We encourage you to attend each week, however if you cannot attend please notify Nikki Peters from the City of Leominster at npeters@leominster-ma.gov at least twenty-four (24) business hours in advance of the missed event.
- b. Selling at the Leominster Marketplace shall begin promptly at the stated time open to the public. No selling to other Vendors or the general public before this time.
- c. Vendors shall arrive no earlier than one (1) hour of opening time to set up displays.
- d. Vendors must agree to sell for the entire market day, 9am-1pm. No early departures, please.
- e. Vendors must vacate the selling area no sooner than the stated Leominster Marketplace closing time and no later than one (1) hour after stated closing time. All clean-up must be completed by that time and is the sole responsibility of the Vendor.
- f. No Vendor shall engage in solicitation, collection drive, political, or religious activities in the Leominster Marketplace. No loud hawking of items is allowed.
- g. Vendors must keep all produce six inches (6") off the ground. The vicinity in and around the selling area must be clean at all times. Vendors must remove all refuse and unsold items at the end of each Leominster Marketplace day.
- h. Vendors must be courteous to other Vendors and to the public at all times. Vendors and their agents, employees, and representatives must maintain a neat, clean, professional appearance at all times. Shoes should be clean and not excessively worn. Clothing should be clean and wrinkle free, not excessively worn or faded and without holes or frayed area. Hair, including facial hair, should be well groomed. Clothing that promotes alcohol, drug use, or inappropriate/offensive behavior is not allowed. Short shirts that reveal the stomach area are not allowed. Shorts & skirts must not be shorter than 3" above the knee. Tube tops, bikini tops, and halter-tops are not acceptable. Rips and tears are not appropriate on any clothing.
- i. No Vendor shall use a tobacco product, drink alcohol, and/or possess or use any controlled substance while at the Leominster Marketplace.

6. EMERGENCY: In cases of any emergency during Leominster Marketplace hours, the Market Manager reserves the right to close down the Leominster Marketplace. No make-up date will be offered.

7. GRIEVANCES

- a. In the event of a dispute regarding any aspect of the Leominster Marketplace, the Market Manager shall make a decision. Failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Leominster Marketplace moving forward.
- b. A Vendor may file an appeal from the Market Manager's decision, by email, to a grievance contact of Nikki Peters at npeters@leominster-ma.gov . Any appeal must be filed within ten (10) days of a decision.
- c. Upon receipt of an appeal, the matter will be reviewed expeditiously.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Leominster Marketplace – Farmer and Market Vendors

I do hereby release and hold harmless to the fullest extent permitted by the law, the City of Leominster, all of the Departments, Leominster City Hall, and any representatives or employees and agents thereof, including any/all Market Managers, of any kind of any/and all claims, damages, demands, suits, losses, actions, liability, and expenses/costs, judgements, settlements, penalties, and financial or legal obligations whatsoever including reasonable attorney fees and court costs, of my Vendor participation at the Leominster Marketplace event(s) which may be imposed upon, incurred by, or asserted against the City of Leominster, etal, by reason of (a) any failure on the part of the Vendor to comply with any provision of terms required to be performed or complied by the Vendor (including any offer, agent, servant, invitee, guest, patron, employee or contractors) under this agreement and (b) for the death, injury, property damage and/or consequential damages suffered by any person (including third-party, Vendor, or participant) on account of or based upon the act, omission, fault, negligence or misconduct of any party whatsoever, other than through the City of Leominster etal's sole act, omission, fault, negligence or misconduct and/or due to any type of fire, theft, damage, sickness, illness or death caused by direct or indirect use of any of my transportation, product/services sold, used and/or consumed at these events herein above stated.

The foregoing indemnity and hold harmless agreement shall include indemnity against all expenses/costs, judgements, settlements, penalties and other liability incurred or in connection with any such claim or proceeding brought thereon, and the defense therefore will counsel acceptable to the City of Leominster, our counsel selected by an insurance company which has accepted liability for any such claim.

By applying to be a Vendor for this event, the Vendor warrants that he or she has read and agreed to the Vendor Policy, Terms and Conditions, and the Hold Harmless Agreement, and agrees to be bound thereby.

Name of Business (PRINT PLEASE)

Email Address (PRINT PLEASE)

Printed Name

Phone Number

Signature

Date